



State of Utah

Department of
Natural Resources

Division of
Oil, Gas & Mining

ROBERT L. MORGAN
Executive Director

LOWELL P. BRAXTON
Division Director

OLENE S. WALKER
Governor

GAYLE F. McKEACHNIE
Lieutenant Governor

January 23, 2004

John Sather
Pelican Point Rock Products, Inc.
1565 South Redwood Road
P.O. Box 386
Lehi, Utah 84043

Re: Transfer of Notice of Intention, Large Mining Operations from Larson Limestone Company to Pelican Point Rock Products, Inc., Pelican Point Project, M/049/011, Utah County, Utah

Dear Mr. Sather:

Thank you for hand delivering your completed Reclamation Contract and Permit Transfer documents on January 13, 2004, to transfer the Pelican Point large mining project located in Utah County from Larson Limestone Company to Pelican Point Rock Products, Inc. I appreciate your coming in and explaining the circumstances behind the extensive delay in providing us with these required documents.

The Division Director signed and executed the transfer document on January 22, 2004, *which effectively transfers the responsibility of this mining operation and reclamation to you.* **The completed transfer along with your letter received (via fax) on January 15, 2004, binds Pelican Point Rock Products, Inc. to all mining and reclamation responsibility at the Pelican Point Rock Quarry.** A copy of the executed transfer form is enclosed for your files. Please be aware that you must satisfy SITLA requirements in making this change in ownership as well. We will forward a copy of the executed transfer form along with this letter to them for their records.

The Division hereby officially releases Larson Limestone Company from any further reclamation responsibilities at this site.

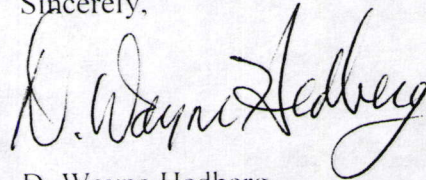
The updated disturbed area map(s) that was originally requested in August, 2003, as part of our standard 5-year review and escalation of the reclamation surety is still pending. You have committed to furnishing an aerial photo of the site when you do a fly over this spring, 2004. Please furnish the aerial photo at the

John Sather
Page 2 of 2
M/049/011
January 23, 2004

earliest possible time when the weather and ground are amenable to perform this task. We look forward to meeting with you onsite to examine the operations this spring.

Thank you for your help in finalizing this transaction. If you have any questions or concerns regarding this letter, please contact me at (801) 538-5286, Doug Jensen at 538-5382 or Lynn Kunzler at 538-5310. Best of luck with your mining venture at this site.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Wayne Hedberg". The signature is fluid and cursive, with the first name "D." and last name "Hedberg" clearly distinguishable.

D. Wayne Hedberg
Permit Supervisor
Minerals Regulatory Program

jb
Enclosure: Executed Transfer form, Reclamation Contact & Surety bond
cc: John Blake, SITLA w/encl
O:\M049-Utah\m0490011-pelicanpoint\final\trans-apv-01222004.doc

FORM MR-TRL

(Revised September 2000)

For Division Use:

File No.: M/049/011

Effective Date: _____

DOGM Lead: Lmk

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

RECEIVED

JAN 13 2011

--ooOoo--

1. (a) Notice of Intention to be transferred (file number): M/049/011
- (b) Name of mining operation: Delian Point
- (c) Location of mining operation (county): 1565 S. Redwood Road, Lehi
Utah County
- (d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
Larson Limestone Company 801-768-2218
3398 NE Frontage Rd.
Lehi, UT 84043
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):
Delian Point Rock Products, Inc. 801-768-9820 ph
1565 South Redwood Rd 801-768-9049 fax
PO Box 386, Lehi, UT 84043
- (b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
Lance Heston - CEO 801-541-5541 mob
PO Box 386, Lehi, UT 84043
3. (a) The total number of disturbed acres permitted and bonded under the approved Large Mining Notice of Intention: 33.1 Acres

- (b) Complete Appendix "A"(attached), a legal description of the approved and bonded disturbed acreage (include: Township(s), Range(s), and section(s), *to the 1/4, 1/4, 1/4 section*, and the county).
 - (c) The actual number of acres disturbed by the mining operation through the date of this transfer: 33.1 Acres
 - (d) Attach a topographic map (labeled as Appendix "B") of suitable scale which clearly outlines the existing disturbed area boundaries through the date of this transfer (max. scale, 1 inch = 500 ft., 1 inch = 200 ft., or larger scale is preferred). Label disturbed areas as appropriate.
4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of replacement reclamation surety.

STATE OF Utah)
COUNTY OF Utah) ss.

SWORN STATEMENT OF TRANSFEROR

I, Gerald Larson being first duly sworn under oath, depose and say that I am President (officer or agent) of Larson Limestone Inc. (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the said application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement I certify that the Transferor is in full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations promulgated thereunder, and the terms and conditions of Notice of Intention No. UL/649/011.

Gerald M. Larson
Signature

GERALD M. LARSON
Name (type or print)

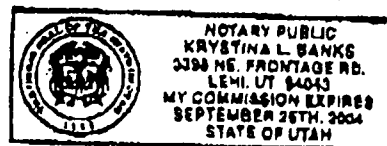
President
Title

Subscribed and sworn before me this 20th day of March, 2002.

Kristina L. Banks
Notary Public
Residing at: 3398 N. Frontage Rd. Lehi UT 84043

My commission Expires:

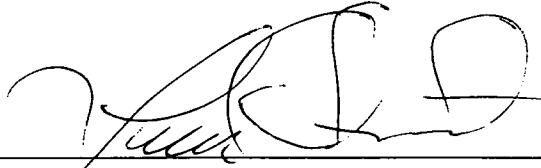
September 25th, 2004.




STATE OF Utah)
COUNTY OF Salt Lake) ss.

FINAL SWORN STATEMENT OF TRANSFEREE

I, Lance Heaton being first duly sworn under oath, depose and say that I am CEO (officer or agent) of Pelican Point Rock Products, Inc. (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement, the Transferee agrees to be bound by the terms and conditions of Notice of Intention No. m104/c11, the Utah Mined Land Reclamation Act, and the Rules and Regulations promulgated thereunder.

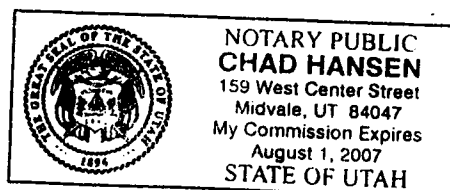

Signature
LANCE HEATON
Name (type or print)
CEO
Title

Subscribed and sworn before me this 13 day of January, 2004.


Notary Public
Residing at: Midvale, Utah

My commission Expires:

Aug. 1, 2007.



CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant approval of same, subject to the following limitations and conditions:

- (a) This large mining permit transfer grants only the right to affect the lands as described in Appendix "A" (attached).
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC) and an acceptable form of replacement reclamation surety. The surety shall be effective on or before the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired the legal right to mine said lands as described in Appendix "A".
- (d) * A topographic map of suitable scale is attached (as Appendix "B") which clearly outlines and labels the existing disturbed area boundaries through the date of this transfer.

COMMENTS:

- * An updated topographic map will be provided after aerial flights are made in the Spring 2004.

APPROVED:

Lowell P. Braxton

Lowell P. Braxton, Director
Division of Oil, Gas and Mining

Effective Date:

NOI No.:

1-22-09

7M/049/011

APPENDIX "A"

Pelican Point Rock Products, Pelican Point
 New Operator inc. Mine Name
m/049/011 Utah County, Utah
 Permit Number

The legal description of the lands to be disturbed is (Township, Range and section(s) to the 1/4, 1/4, 1/4 section):

The legal description of lands to be disturbed is:

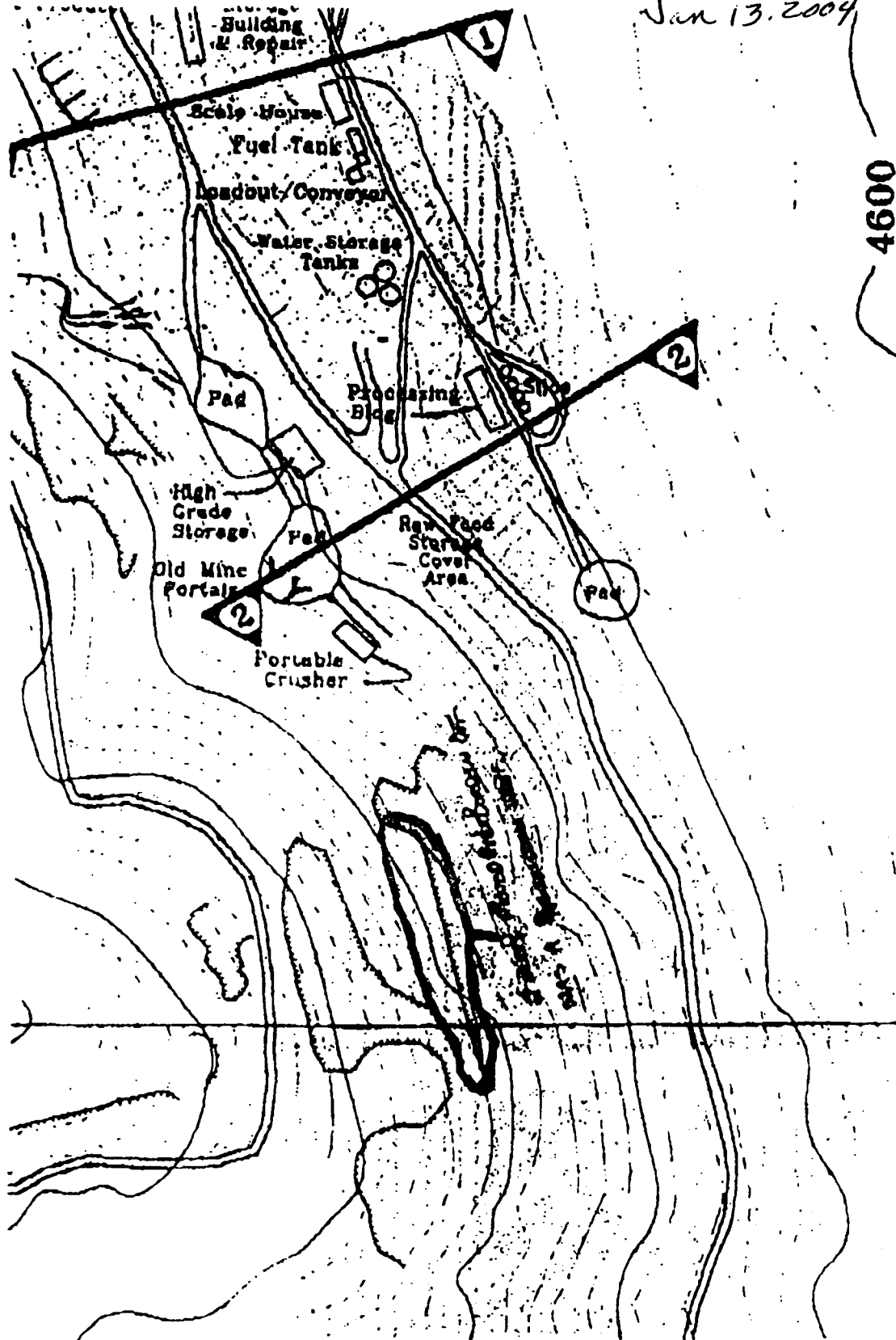
W1/2	SW1/4	NE1/4	NE1/4
S1/2	NE1/4	NW1/4	NE1/4
	SE1/4	NW1/4	NE1/4
E1/2	NE1/4	SW1/4	NE1/4
	NW1/4	SE1/4	NE1/4
	SW1/4	SE1/4	NE1/4
W1/2	SE1/4	SE1/4	NE1/4
W1/2	NE1/4	NE1/4	SE1/4
E1/2	NW1/4	NE1/4	SE1/4
NE1/4	SW1/4	NE1/4	SE1/4
NW1/4	SE1/4	NE1/4	SE1/4

Section 31, Township 6 South, Range 1 East.
 Utah County, Utah.

LA

Label map (pel pt map#) 1

Jan 13. 2004





January 15, 2004

Division of Gas and Mining
Joelle Burns
1594 West North Temple, Suite 1210
PO Box 145801
Salt Lake City, UT 84114

Reference to mine claim M/049/011

Dear Joelle:

This letter is to inform you that Pelican Point Rock Products, Inc accepts all responsibility for any reclamation requirements on the Pelican Point rock quarry occurring on or after June 30, 2001, the date we took over control of the operations of the quarry.

Sincerely,

A handwritten signature in black ink, appearing to read "Lance Heaton". The signature is written over a horizontal line.

Lance Heaton
CEO

RECEIVED
JAN 15 2004
DIV. OF OIL, GAS & MINING

File Number 7A/049/011

Effective Date _____

Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECLAMATION CONTRACT
---ooOoo---

RECEIVED

JAN 13 2004

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

7A/049/011
Limestone

"MINE LOCATION":
(Name of Mine)
(Description)

Pelican Point
1565 South Redwood Rd.
PO Box 386
Lehi, UT 84043

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

33.1
(refer to Attachment "A")

"OPERATOR":
(Company or Name)
(Address)

Pelican Point Rock Products, Inc
1565 South Redwood Rd.
PO Box 386
Lehi, UT 84043
801 768 4820

(Phone)

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

Lance Heaton
PO Box 386
Lehi, UT 84043
801. 541. 5541

"OPERATOR'S OFFICER(S)":

Lance Heaton - CEO
John Sather - President

"SURETY":

(Form of Surety - Attachment B)

Surety
Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

F&D Surety
LPM 8124411 05

"SURETY AMOUNT":

(Escalated Dollars)

\$ 91,000

"ESCALATION YEAR":

2003

"STATE":

"DIVISION":

"BOARD":

State of Utah
Division of Oil, Gas and Mining
Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Pelican Point Rock Products, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M10491011 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved/accepted Notice of Intention and Reclamation Plan or Notice received August 2, 1996. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Pelican Point Rock Products, Inc.
Operator Name

By Lance Heaton
Authorized Officer (Typed or Printed)

CEO
Authorized Officer - Position

[Signature]
Officer's Signature

Date

1/13/04

STATE OF Utah

COUNTY OF Utah

) ss:

On the 13 day of January, 20 04, Lance Heaton
personally appeared before me, who being by me duly sworn did say that he/she is the
CEO of Pelican Point Rock Products Inc and
duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said
Lance Heaton duly acknowledged to me that said
company executed the same.

[Signature]
Notary Public
Residing at Midvale, ut.



NOTARY PUBLIC
CHAD HANSEN
159 West Center Street
Midvale, UT 84047
My Commission Expires
August 1, 2007
STATE OF UTAH

8/1/07
My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

Date 1/22/04

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 22nd day of January, 2004, Lowell P Braxton personally appeared before me, who being duly sworn did say that he, the said Lowell P Braxton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he duly acknowledged to me that he executed the foregoing document by authority of law on behalf of the State of Utah.



Joelle Burns
Notary Public
Residing at: S.L.C. Utah

April 4, 2005
My Commission Expires:

ATTACHMENT "A"

Pelican Point Rock Products Inc. Pelican Point
Operator Mine Name
m/049/011 Utah County, Utah
Permit Number

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 35 acres under the approved / accepted permit and surety, as reflected on the attached map labeled #1 Pel Pt map and dated Jan 13, 04:

The legal description of lands to be disturbed is:

W1/2	SW1/4	NE1/4	NE1/4
SE1/2	NE1/4	NW1/4	NE1/4
	SE1/4	NW1/4	NE1/4
E1/2	NE1/4	SW1/4	NE1/4
	NW1/4	SE1/4	NE1/4
	SW1/4	SE1/4	NE1/4
W1/2	SE1/4	SE1/4	NE1/4
W1/2	NE1/4	NE1/4	SE1/4
E1/2	NW1/4	NE1/4	SE1/4
NE1/4	SW1/4	NE1/4	SE1/4
NW1/4	SE1/4	NE1/4	SE1/4

Section 31, Township 6 South, Range 1 East
Utah County, Utah

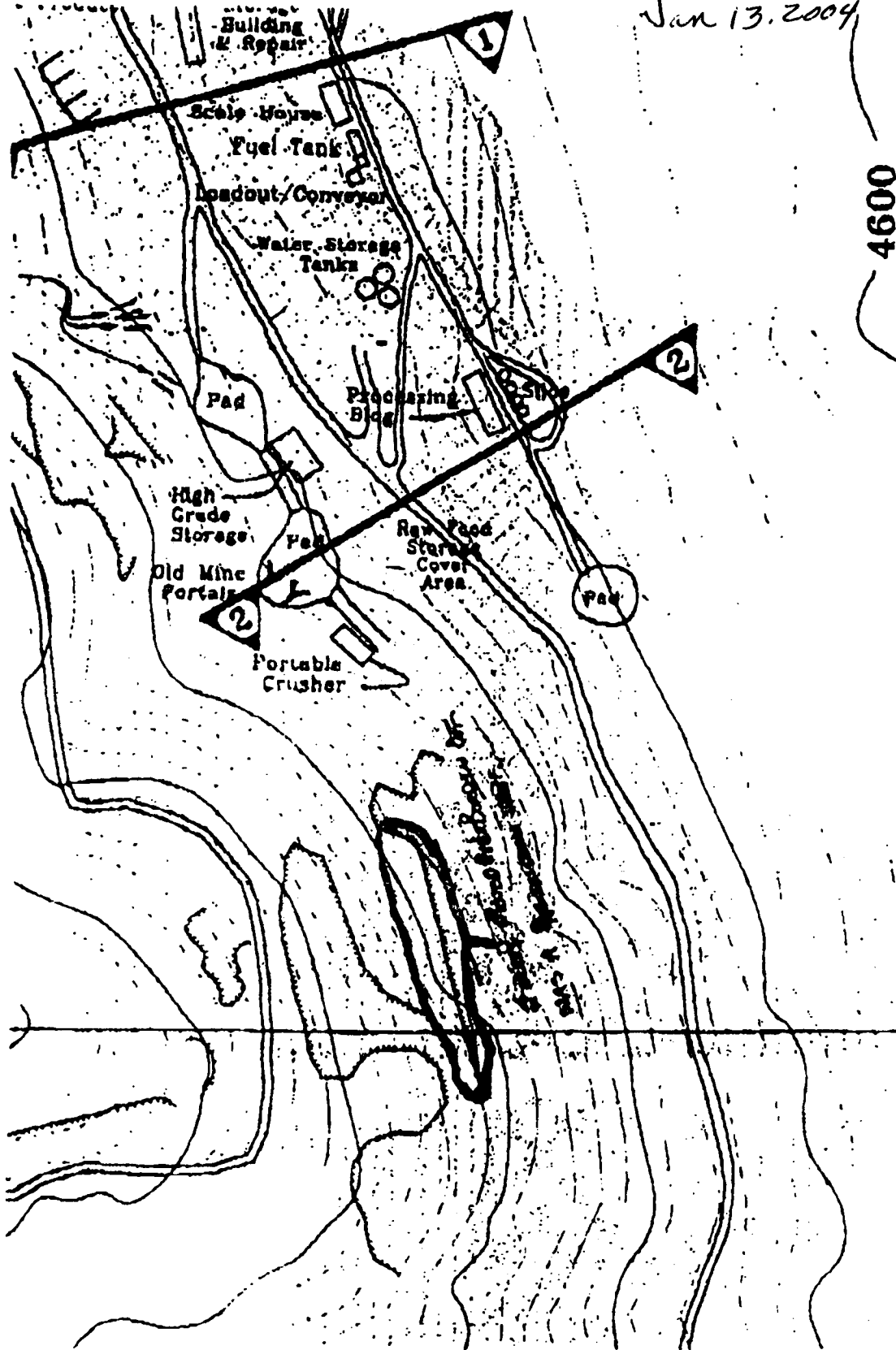
May-30-02 10:43A Ear capital hlds

80 08 5051

P.16

Label Map (pel pt map #1)

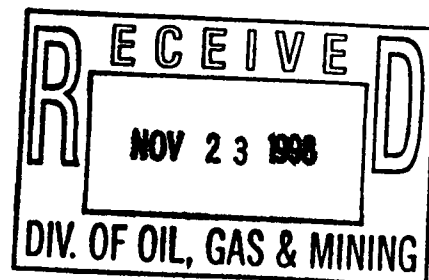
Jan 13, 2004



MR FORM 6
~~Joint Agency Surety Form~~
(October 20, 1998)

Bond Number _____
 Permit Number M/049/011
 Mine Name Pelican Point Quarry

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



SURETY BOND

The undersigned Larson Limestone Company as Principal, and
Fidelity and Deposit Company of Maryland as Surety, hereby jointly and severally bind ourselves,
our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil,
Gas and Mining, ~~and the~~ XX, in the penal sum of
Ninety-One Thousand and no/00 dollars (\$ 91,000.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 17th day of May, 1999, that 33.1 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

LARSON LIMESTONE COMPANY

Principal (Permittee)

GERALD M. LARSON

By (Name typed):

PRESIDENT

Title

Gerald M. Larson

Signature

4-22-99

Date

Surety Company

Cindi D. Parmley

Company Officer

Attorney-In-Fact

Title/Position

Cindi D. Parmley

Signature

P. O. Box 370308

Surety Company Address

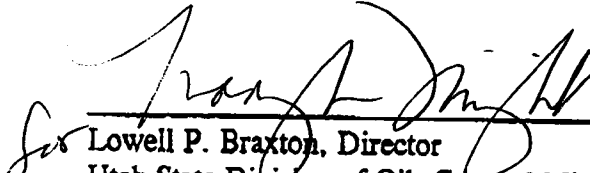
Denver, Colorado 80237

City, State, Zip

November 13, 1998

Date

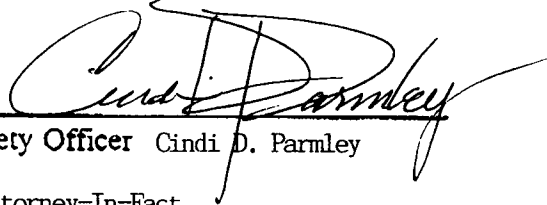
SO AGREED this 17th day of May, 1999.


for Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

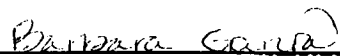
AFFIDAVIT OF QUALIFICATION

On the 13th day of November, 19 98, personally appeared before me
Cindi D. Parmley who being by me duly sworn did say that he/she,
the said Cindi D. Parmley is the Attorney-In-Fact of
Fidelity and Deposit Company of Maryland and duly acknowledged that said instrument
was signed on behalf of said company by authority of its bylaws or a resolution of its board of
directors and said Cindi D. Parmley duly acknowledged to me that said
company executed the same, and that he/she is duly authorized to execute and deliver the foregoing
obligations; that said Surety is authorized to execute the same and has complied in all respects with the
laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: 
Surety Officer Cindi D. Parmley
Title: Attorney-In-Fact

STATE OF Utah)
) ss:
COUNTY OF Utah)

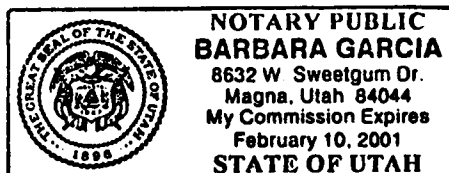
Subscribed and sworn to before me this 13th day of November, 19 98.


Notary Public

Residing at: SALT LAKE CITY

My Commission Expires:

February 10, 19 2001



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Cindi D. PARMLEY, Bryan HENSON, LaRen RASMUSSEN and Melissa CALL, all of Orem, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Cindi D. PARMLEY, Bryan HENSON, LaRen RASMUSSEN, Brittanica DEVENISH and Melissa CALL, dated October 8, 1998.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of October, A.D. 1998.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

By:

W. B. Walbrecher

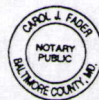
W. B. Walbrecher

Vice-President

State of Maryland } ss:
County of Baltimore }

On this 27th day of October, A.D. 1998, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, Vice-President and T. E. Smith, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Notary Public

My Commission Expires: August 1, 2000



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. _____

RIDER

copy of original

To be attached to and form a part of the Land Reclamation
dated the 13th day of November, 2001 issued by FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, as Surety, on behalf of Larson Limestone Company
_____, as Principal,
in the penal sum of Ninety-One Thousand and no/00
Dollars (\$91,000.00), and in favor of Utah Department of Natural Resources, P. O. Box 145801,
Salt Lake City, UT 84111

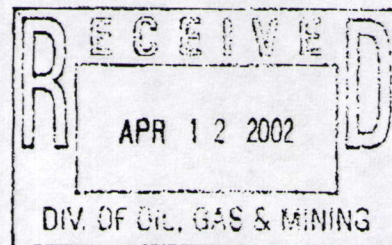
In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The Principal's name is changed to:

Pelican Point Rock Products, Inc.

The Principal's mailing address is changed to:

7665 South Main Street
Midvale, UT 84047



Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 13th day of November, 2001

Signed, sealed and dated this 5th day of February, 2002

ATTEST:

PRINCIPAL

[Signature]

ACCEPTED:

GEN900042Z1001f

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By *[Signature]*
Cindi D. Parmley, Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE: 3910 KESWICK ROAD, BALTIMORE, MD 21211

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Cindi D. PARMLEY, Melissa CALL, Stacy L. CHEEK and Thomas D. CHEEK, all of Orem, Utah, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Cindi D. PARMLEY, Bryan HENSON, LaRen RASMUSSEN, and Melissa CALL, dated October 22, 1998.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of November, A.D. 2001.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

Assistant Secretary

By:

M. P. Hammond

Vice President

State of Maryland }
County of Baltimore } ss:

On this 27th day of November, A.D. 2001, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Notary Public

My Commission Expires: August 1, 2004

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 5th day of February, 2002.

Ad. Loncher
Assistant Secretary



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. LPM8124411

RIDER

To be attached to and form a part of Land Reclamation Bond, No. LPM8124411 dated the 13th day of November, 2001 issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of Pelican Point Rock Products, Inc., as Principal, in the penal sum of Ninety One Thousand and no/00 Dollars (\$91,000.00), and in favor of Utah Department of Natural Resources, P.O. Box 145801, Salt Lake City, UT 84111.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The Obligor's Name is Changed to:

State of Utah, Department of Natural Resources, Division of Oil, Gas & Mining

The Obligor's Address is Changed to:

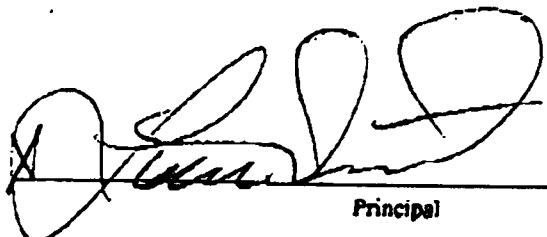
1594 West North Temple, Suite 1210, P.O. Box 145801, Salt Lake City, UT 84114

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 8th day of April, 2002.

Signed, sealed and dated this 8th day of April, 2002.

ATTEST:


Principal

Principal

Principal

ACCEPTED:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: 
Stacy L. Cheek, Attorney-in-Fact

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 8th day of April, 2002

A. D. Sanchez
Assistant Secretary